

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following Agreements for the following artists to be accepted as part of the FY 2005 Arts in Education Program of the Arts and Culture Department as recommended by the Arts and Culture Department's Advisory Board and Staff:

1. George Adams
2. Terry Alvarez
3. Georgena Askew
4. Michael Calanche
5. Jena Camp
6. Layle Chambers
7. Sydney Dictor
8. Jan Wisbrun Dreher
9. El Paso Association for the Performing Arts
10. Pete Flores
11. John Galceran
12. Lorenzo Guel
13. Cuney Luke
14. Mahrla Manning
15. Robert Manning
16. Marcia McNamee
17. Tony Petry
18. Lorraine Alvarez Portilla
19. Dorothy Proffitt
20. Hector Serrano
21. Lisa Smith
22. Neal L. Smith
23. Theater, Inc.
24. Carol Tures
25. Colleen Wright

(Signatures begin on the following page)

ADOPTED THIS 14th day of September, 2004.

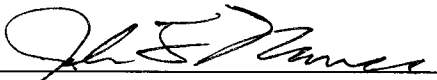
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:


Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:



Alejandrina Drew, Director
Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **GEORGE ADAMS**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: George Adams

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **TERRY ALVAREZ**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso, Ysleta or Socorro Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
 Attention: Mayor
 2 Civic Center Plaza, 10th Floor
 El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
 2 Civic Center Plaza, 6th Floor
 El Paso, TX 79901-1196

CONTRACTOR: Terry Alvarez

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **GEORGENA ASKEW**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

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17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Georgena Askew

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **MICHAEL CALANCHE**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

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6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

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15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Michael Calanche

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **JENA CAMP** (as representative for Ceiba), hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

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9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

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Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Jena Camp

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **LAYLE CHAMBERS** (as representative for Outrageous Fortune Company), hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Layle Chambers

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **SYDNEY DICTOR**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Mr. Sydney Dictor

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST: _____

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **JAN WISBRUN DREHER**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Jan Wisbrun Dreher

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **EL PASO ASSOCIATION FOR THE PERFORMING ARTS** (as representative for Viva El Paso Special Edition Co., and Shakespeare On The Run), hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: EPAPA

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **PETE FLORES**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Pete Flores

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **JOHN GALCERAN**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: John Galceran

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **LORENZO GUEL**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
 Attention: Mayor
 2 Civic Center Plaza, 10th Floor
 El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
 2 Civic Center Plaza, 6th Floor
 El Paso, TX 79901-1196

CONTRACTOR: Lorenzo Guel

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **CUNEY LUKE** (as representative for Disciples of Jazz), hereinafter referred to as "Contractor."

The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Cuney Luke

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **MAHRLA MANNING**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Mahrla Manning

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **ROBERT MANNING** (as representative for Diesel), hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

4. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
 Attention: Mayor
 2 Civic Center Plaza, 10th Floor
 El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
 2 Civic Center Plaza, 6th Floor
 El Paso, TX 79901-1196

CONTRACTOR: Robert Manning

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **MARCIA MCNAMEE**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Marcia McNamee

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **TONY PETRY**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Tony Petry

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **LORRAINE ALVAREZ PORTILLA**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Lorraine Alvarez Portilla

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **DOROTHY PROFFITT**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Dorothy Proffitt

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **HECTOR SERRANO** (as representative for Zapateado/ZAP! Dancers, The Mexican-American Experience, and Shakespeare in L.O.V.E.), hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Hector Serrano

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **LISA SMITH**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Lisa Smith

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **NEAL L. SMITH**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Neil L. Smith

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **THEATER, INC.**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “ . . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
 Attention: Mayor
 2 Civic Center Plaza, 10th Floor
 El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
 2 Civic Center Plaza, 6th Floor
 El Paso, TX 79901-1196

CONTRACTOR: Theater, Inc.

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **CAROL TURES**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Carol Tures

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) AGREEMENT

This Agreement is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as "City," and **COLLEEN WRIGHT**, hereinafter referred to as "Contractor." The parties hereby agree as follows:

1. Contractor will provide residency activities during the 2004-2005 school year as accepted by the City's Arts and Culture Department (ACD) Advisory Board and outlined in the 2004-2005 ACD Arts in Education catalog.

2. In consideration of the services to be provided by Contractor hereunder, the City agrees to pay the sum of FORTY AND NO/100 DOLLARS (\$40.00) per hour/per artist, flat, guaranteed and inclusive, for each class presentation at an elementary or middle school in the El Paso and Ysleta Independent School Districts, which is generally forty five (45) minutes for a maximum of thirty students (30) students. Contractor shall provide the City with an invoice for the contracted amount. Payment will be made in accordance with the policies and procedures of the City Comptroller's Department. Payment will be authorized only after the presentation has been completed and an evaluation form is signed by and received from the contact teacher. No payments will be authorized without a completed evaluation form. Scheduling and payments will be subject to some restrictions and the availability of funds. The Contractor will present a final evaluation form to the contact teacher at each presentation and will return the completed form to the ACD office within seven (7) business days following the presentation for payment authorization.

3. No follow-up classes will be permitted. Presentations and activities will follow descriptions outlined in the program catalog, as accepted by the ACD Advisory Board. If more

than 30 students are scheduled for a presentation, the Contractor has the right to refuse to make the presentation. The Contractor must notify the ACD Staff of the excess number of students.

4. The City will handle requests for residency activities and scheduling of those activities with schools requesting Contractor's presentation. The Contractor will not independently accept assignments from schools under the auspices of the ACD Arts in Education Program which have not been arranged by ACD staff. If the Contractor is asked for additional presentations at the time of the school visit, the Contractor will direct the request to ACD staff.

5. Contractor will provide for all necessary arrangements, presentations and activities. The City will not be required to provide any assistance other than scheduling the residency activities and payment for the presentation(s).

6. The Contractor will communicate with the contact teacher by telephone immediately upon receiving confirmation from ACD staff, to ascertain purpose of visit, curriculum needs, equipment needs, class size and setup, and other pertinent details regarding the Contractor's presentation.

7. The Contractor will keep all scheduled appointments. The Contractor shall make all reasonable efforts to minimize changes and cancellations of appointments. If the Contractor cannot keep an appointment and needs to change the date or time of the appointment, the Contractor must contact the teacher and ACD Coordinator as soon as possible, but not less than three (3) days in advance of the scheduled visit. Rescheduling should be limited to only those instances of absolute necessity. The Contractor must notify ACD Staff as soon as the Contractor is aware of the need to reschedule.

8. This Agreement is between the Contractor and the City and shall not be assigned or subcontracted to any third party or entity without the express written consent of the City and the appropriate school representative.

9. Contractor must advise the teacher that he/she must remain in the classroom throughout the duration of the workshop. Contractor is not obligated to continue with the workshop if the teacher leaves the classroom.

10. It is expressly understood and agreed by and between the parties that Contractor is an independent contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.

11. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

12. For the purpose of this Agreement, the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted materials into the presentation. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

13. Contractor will not conduct or encourage the sale of merchandise related to Contractor's work in conjunction with the performance of residency activities under this Agreement. Merchandise may include, but is not limited to, books, records, cassette tapes, souvenirs, and artwork.

14. Contractor will be responsible for payment of all federal, state, and local taxes in connection with the performance of this Agreement.

15. Group presentations should be limited to no more than three artists per workshop, including musical presentations.

16. Contractor will provide oral credit for the City at each presentation with the following credit line: “. . . THIS ARTS-IN-EDUCATION WORKSHOP IS SPONSORED BY THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE EL PASO AND YSLETA INDEPENDENT SCHOOL DISTRICTS.” Contractor will also include the aforementioned credit line in any printed materials used for promotion or implementation of activities associated with the performance of this Agreement.

17. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY: City of El Paso
Attention: Mayor
2 Civic Center Plaza, 10th Floor
El Paso, TX 79901-1196

COPY TO: Arts and Culture Department
2 Civic Center Plaza, 6th Floor
El Paso, TX 79901-1196

CONTRACTOR: Colleen Wright

or to such other addresses as the parties may indicate to each other in writing.

18. This contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Signature: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

John F. Nance
Assistant City Attorney

Alejandrina Drew
Director, Arts and Culture Department